

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

CIGNA HEALTH AND LIFE INSURANCE
COMPANY,

Plaintiff,

v.

METTERS INDUSTRIES, INC.,

Defendant.

Case No. 1:18cv663 (LMB/MSN)

COMPLAINT

Plaintiff Cigna Health and Life Insurance Company (“CHLIC”), pursuant to Fed. R. Civ. P. 3, for its complaint against Defendant Metters Industries, Inc. (“Metters”), states and alleges as follows:

THE PARTIES

1. CHLIC is a Connecticut corporation with its principal place of business at 900 Cottage Grive Road, Bloomfield, Connecticut, 06002.
2. Metters is a Delaware corporation with its principal place of business at 8200 Greensboro Drive, #500, McLean, Virginia 22102.

JURISDICTION AND VENUE

3. This Court has original subject-matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) for the reason this is a civil action where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1331(b) for the reason this is a judicial district in which Metters resides and one in which a substantial part of the events or omissions giving rise to the claim occurred.

5. This Court has personal jurisdiction over Metters, as Metters' principal place of business is in McLean, Virginia and Metters transacts business within Virginia.

FACTUAL BACKGROUND

6. CHLIC issued group medical insurance policies called Cigna OA Plus Medium 3000 B, Cigna OA Plus Premier 500 B, Cigna OA Plus High 1000 B, Cigna Plus Premier OA, and Cigna OA Plus HDHP Medium 3000, Certificates No. 00614627 (collectively, the "Policies") to Metters, effective January 1, 2016, to provide medical benefits and pay eligible claims on behalf of certain eligible employees of Metters, their dependents, and COBRA participants ("Plan Participants"). *See Exhibit A.*

7. The Policies were renewed on January 1, 2017 by Amendment to the Policies. *See Exhibit B, p. 1 (Amendment to Policies).*

8. Under the Policies, the first premium was due on the Effective Date of the policies. *See Ex. A, p. 7.* After that, premiums become due monthly unless Metters and CHLIC agreed on some other method of premium payment. *See Exhibit A, p. 7.*

9. Upon information and belief, portions of Metters' employees' paychecks were withheld for contribution to the premiums associated with the Policies for the period from June 1, 2017 through October 31, 2017 and those contributions were not remitted to CHLIC.

10. Upon information and belief, COBRA premiums for the Policies, which were fully paid by COBRA participants, were collected by Metters for the period from June 1, 2017 through October 31, 2017 and those COBRA premiums were not remitted to CHLIC.

11. The premiums due under the Policies associated with the period from June 1, 2017 through October 31, 2017 were not received by CHLIC from Metters.

12. The total of the unpaid premiums associated with the period from June 1, 2017 through October 31, 2017 is \$305,577.14. A true and correct copy of the invoice statements for the Policies from May 1, 2017 to November 1, 2017 are attached hereto as Exhibit C.

13. Metters terminated the Policies as of October 31, 2017. *See* Exhibit D.

14. On February 21, 2018, CHLIC made a demand for payment of \$305,577.14 to Metters for the unpaid premiums on the Policies. *See* Exhibit E.

15. To date, the amount in unpaid premiums associated with the period from June 1, 2017 through October 31, 2017 remains at \$305,577.14.

16. CHLIC therefore brings this action to recover the unpaid premiums due under the Policies.

CLAIM FOR RELIEF
(Breach of Contract)

17. CHLIC realleges and reasserts the allegations contained in paragraphs 1 through 16 as though fully stated herein.

18. Pursuant to the Policies, Metters had a legally enforceable obligation to pay premiums to CHLIC in exchange for medical insurance coverage for the Plan Participants.

19. Metters breached its obligation under the Policies by failing to pay the full premiums associated with the period from June 1, 2017 to October 31, 2017.

20. CHLIC suffered injury or damage in the amount of \$305,577.14 caused by Metters' breach of its obligation to pay the full premiums under the Policies associated with the period from June 1, 2017 to October 31, 2017.

PRAYER FOR RELIEF

WHEREFORE, CHLIC prays this Court will enter a judgment in CHLIC's favor and against Metters on its Claim for Relief for damages in an amount of \$305,577.14 for the premiums owed under the Policies as well as reasonable attorneys' fees and costs, pre- and post-judgment interest, and any other or further relief allowed by the pleadings or at law.

DEMAND FOR JURY TRIAL

Pursuant to Local Civil Rule 38 and Fed. R. Civ. P. 38, CHLIC hereby demands a trial by jury.

Dated this 1st day of June, 2018.

CIGNA HEALTH AND LIFE INSURANCE
COMPANY, Plaintiff

By /s/ Craig B. Young

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